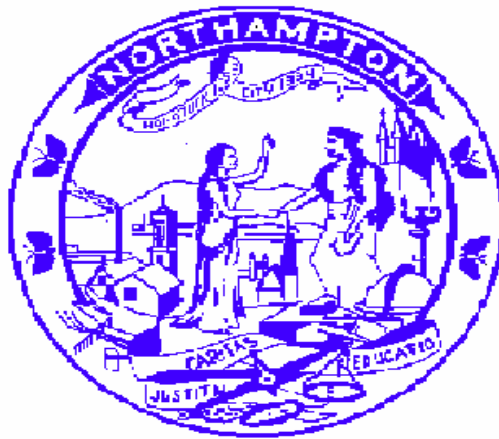


REQUEST FOR PROPOSALS
FOR

DESIGNER SERVICES
CITY OF NORTHAMPTON

POLICE STATION PROJECT



REQUEST FOR PROPOSALS

The Northampton Police Station Building Committee invites sealed proposals for Designer Services related to a \$12.5 million Police Station Project at a pre-selected site. Fee to be negotiated. Proposal documents, which include the Needs Assessment & Master Facility Plan, are available, M-F, 9 a.m.- 4 p.m., at the Northampton Police Department, 29 Center Street, Northampton, MA until the proposal deadline, 2:00 p.m., July 26, 2007. The project duration is expected to be 3 years. Arrange to tour the building site by calling either Chief Russell P. Sienkiewicz or Captain Joseph W. Koncas at 413-587-1100. Applicants must meet the minimum qualification in item 6 below. The City reserves the right to reject any or all proposals.

INSTRUCTIONS TO PROPOSERS

1. The attached Application to Designer Selection Board Form must be submitted with your proposal.
2. Informational Proposals must be submitted by 2:00 p.m., July 26, 2007 in a sealed envelope marked "Proposal for Designer Services - Northampton Police Station". The highest ranked proposer will be invited to submit a price proposal.
3. Proposals must be submitted to the Northampton Police Department, 29 Center Street, Northampton, Massachusetts 01060. Fifteen (15) hard copies of the proposal shall be provided.
4. Within 30 days of the submission closing date, proposals shall be evaluated and ranked by Designer RFP Sub-committee, which will then present the proposals as ranked to the Northampton Police Station Building Committee. Finalists may be required to interview with the Building Committee. The Building Committee will make an award of this contract within 30 days of the conclusion of the selection process. However, the City reserves the right to reject any or all bids.
5. This is a Mass. General Law Chapter 149 bid project. The Designer will be responsible for meeting the requirements of Chapter 149 as well as all other codes and regulations. The Building Committee may use the Construction Management at Risk method of procurement, allowed under c. 149A.
6. The **minimum qualifications for this contract** are as follows. The Designer shall be a person who is registered by the commonwealth as an architect or professional engineer and who has at least 5 years experience in the construction and supervision of construction of buildings or a person, if not registered as an architect or professional engineer, who has at least 7 years experience in the construction and supervision of construction of buildings. The Designer must have successfully completed at least three projects of at least \$5,000,000 in the past eight years and one project bid under "Construction Reform" law of Massachusetts requiring pre-qualification. The Designer shall have completed at least one Police Station project of at least \$5,000,000 in the past eight years. The Designer shall have completed at least one project, of at

least \$5,000,000 in value, using the Construction Management at Risk method of procurement. Provide a contact name and phone number for each project.

7. It is anticipated that this project will be completed over a 3 year time period commencing with the execution of this contract and ending with the delivery of as-built drawings and certificate of occupancy.
8. In addition to meeting the minimum qualifications as describe in item 6, each proposal will be evaluated using the following set of criteria. The proposal receiving the highest accumulated point value by the Police Project Building Committee will offered the contract. See attached criteria for proposal evaluation.
9. Proposals must identify the actual person or persons assigned to accomplish the scope of work identified in this RFP. The credentials and experience described must relate directly to the Designer or team identified. Proposals selected for the final interview will be required to present in person the Designer or team assigned to this Construction Project for the committee to interview.
10. The designated Designer and or team members, as listed in the proposers response to the Northampton Police Station Building Committee's "Designer Services RFP", will not be changed without the Northampton Police Station Building Committee's permission. In the event that the designated Designer and or team members leave the proposers employment, his or her replacement for the purposes of this contract will be subject to the Northampton Police Station Building Committee's approval. This approval will be subject to the proposer demonstrating to the Northampton Police Station Building Committee, that the experience and credentials of the replacement personnel are equivalent or better than the person or persons who are being replaced.
11. The pre-determined site for construction is the Center Street Site, Option 3A in Section 4.3.5 on page 49 of the Needs Assessment & Master Plan (included on CD), dated November 20, 2006 (further referenced in Section 4.4.1 on page 57 of the aforementioned).
12. The contract for Designer Services is attached. Any suggestion for a contract language change which affect the City's costs, liability or timelines must be submitted to the Chief Procurement Officer, Joe Cook, 210 Main St., Northampton MA 01060 by 2:00 p.m., July 17, 2007. Acceptable changes will be issued by addendum to all firms receiving the proposal document.
CONTRACT TERMS WILL NOT BE NEGOTIATED AFTER THE RECEIPT OF PROPOSALS.
13. The attention of all proposers is drawn to the timeline for this project. Construction shall begin in Spring of 2008 and occupancy will be attained by May of 2009.

Criteria and rating system for use in evaluating Police Building Designer Services Proposals

1. **The minimum qualifications** are as follows. The Designer shall be a person who is registered by the commonwealth as an architect or professional engineer and who has at least 5 years experience in the construction and supervision of construction of buildings or a person, if not registered as an architect or professional engineer, who has at least 7 years experience in the construction and supervision of construction of buildings. The Designer must have successfully completed at least three projects of at least \$5,000,000 in the past eight years and one project bid under “Construction Reform” law of Massachusetts requiring pre-qualification. The Designer shall have completed at least one Police Station project of at least \$5,000,000 in the past eight years. The Designer shall have completed at least one project, of at least \$5,000,000 in value, using the Construction Management at Risk method of procurement. Provide a contact name and phone number for each project.
2. The Committee will utilize the following evaluation form to evaluate the responses to the comparative criteria

Note – **Proposal is automatically eliminated from further consideration if a 0 is received in any category.**

Four Comparative Criteria:

- A. Designer experience in managing Public Construction
- B. Designer experience completing projects on time and on budget
- C. Designer experience with Construction Management at Risk method
- D. Designer experience with Police Station projects.
- E. Designer experience working with web-based management software such as F-Builder or Prolog.

Provide a contact name and number for all projects listed in response to the criteria.

Vendor Evaluation Criteria

Vendor's Name: _____

Date: ____ / ____ / ____

A. Project Management Experience

The Response will be evaluated in conjunction with examples of municipal construction projects with similar size and scope submitted, the references, and description of all experience working on municipal building construction projects.

Evaluation Criteria A

- 9 (Points) Individuals/Firms that clearly demonstrate experience working on similar construction projects, understand the particular needs of a municipality of similar size and project scope of work, demonstrate in their work plan that they understand the particular needs and challenges of the project, and clearly have the experience and building construction project management background and have at least three (3) additional projects with the total project costs estimated to be at least \$20m within the last 8 years and have successfully completed most projects on- time and on budget **will be judged as *highly advantageous* (9 points).**
- 7 (Points) Individuals/Firms that clearly demonstrate experience working on similar municipal construction projects, understand the particular needs of a municipality of similar size and project scope of work, demonstrate in their work plan that they understand the particular needs and challenges of the project, and clearly have the experience and building construction management background and have at least three (3) additional projects with the total project costs estimated to be at least \$10m within the last 8 years **will be considered *advantageous* (7 points).**
- 5 (Point) Individuals/Firms that demonstrate an understanding of the RFP and have completed at least three (3) construction projects with the total project costs estimated to be at least \$5m within the last 8 years **will be considered *least advantageous* (5 point).**
- 0 (Points) Individuals/Firms with no clear understanding of the project or the community, or who have no construction experience and who make no attempt to provide similar project experience to the municipality for this project throughout their response **will be considered to have no advantage to the project and do not meet the criterion (0 points =eliminated).**

SCORE FOR THIS CRITERION (A) _____

B. Project Design and Construction Oversight and Project Timetable

A key consideration for the Committee is the ability of the individual/ firm to begin work immediately, maintain an intensive schedule to meet the municipality's timetable, and oversee the architect's work as it relates to the quality of design, efficiency of design, cost effectiveness, bidding, and construction oversight, including performing the duties of a clerk of the works.

Evaluation Criteria B:

- 5 (Points) Individuals/Firms that can develop presentation materials for this project and are able to devote sufficient resources to complete the project in accordance with the municipality's timetable, and are available by **September 1, 2007** for the work **will be considered *highly advantageous* (5 points)**.
- 3 (Points). If the Individual/Firm has some experience in these areas but information provided leaves the Committee unsure of the Individual/Firm's ability to meet the project deadlines or if, in the Committee's opinion, the Individual/Firm has not demonstrated the ability to make clearly articulated public presentations, then the Individual/Firm **will be considered *advantageous* (3 points)**.
- 1 (Point) Individuals/Firms that demonstrate limited construction management or limited design oversight ability, but may be able to devote sufficient resources to complete the project in accordance with the municipality's timetable, **will be considered *least advantageous* (1 point)**.
- 0 (Points) Individuals/Firms that have not overseen a designer's work as it relates to the quality of design, efficiency of design and cost effectiveness or are unable to devote sufficient human resources to complete the project in accordance with the municipality's timetable **will not meet the criterion (0 points = eliminated)**.

SCORE FOR THIS CRITERION (B) _____

C. Construction Management at Risk experience

Evaluation Criteria C:

- 5 (Points) The Committee will consider highly advantageous a response demonstrating that the proposer has successfully utilized the Construction Management at Risk method ten or more times in the past five years.
- 3 (Points) The Committee will consider advantageous a response demonstrating that the proposer has utilized the Construction Management at Risk method successfully five or more times in the past five years.
- 1 (Point) The Committee will consider least advantageous a response demonstrating that the proposer has successfully utilized the Construction Management at Risk method less than five times in the past five years.

SCORE FOR THIS CRITERION (C) _____

D. Designer experience with Police Station Projects

Evaluation Criteria D:

- 5 (Points) The Committee will consider highly advantageous a response demonstrating that the proposer has successfully completed more than five Police Station Projects of at least \$5,000,000 in value in the past eight years.
- 3 (Points) The Committee will consider advantageous a response demonstrating that the proposer has successfully completed three or more Police Station Projects of at least \$5,000,000 in value in the past eight years.
- 1 (Point) The Committee will consider least advantageous a response demonstrating that the proposer has successfully completed at least one Police Station Project in the past eight years.

E. Designer experience with web-based management software

Evaluation Criteria E:

- 5 (Points) The Committee will consider advantageous a response demonstrating that the proposer has successfully used web-based management software on a project of at least \$5,000,000 in value.

COMMITTEE RECOMMENDATION: Must have a minimum of 1 point in each criterion. 0 score in any category results in elimination.

Score for Criterion A_____

Score for Criterion B_____

Score for Criterion C_____

Score for Criterion D_____

Score for Criterion E_____

Total Score on A, B, C, D, E _____

Signed by Individual(s) Completing the Evaluation:

Name

**CITY OF NORTHAMPTON
MASSACHUSETTS**

CONTRACT NUMBER: _____
VENDOR NUMBER: _____

**CONTRACT FOR DESIGNER SERVICES
FOR THE
NORTHAMPTON POLICE STATION PROJECT**

**THIS AGREEMENT, executed this _____ day of _____
2007 by and between:**

hereinafter called "Designer" and the City of Northampton, a municipal corporation in the County of Hampshire, Commonwealth of Massachusetts, hereinafter called "The City".

WITNESSETH, that for the consideration hereinafter mentioned, the City and the Designer shall agree to the terms and conditions contained in this contract, enumerated as follows: Contract Agreement, Contract Forms, General Conditions, Scope of Services.

THE CITY shall pay the Designer for the performance of this contract in the sum of: _____ \$
_____ dollars in accordance with the terms of this contract.

This contract shall not be altered in any particular without the consent of all parties to this contract. All alterations to this contract must be in writing and authorized as such by the Mayor and a Majority vote of the Board, Agency, or Committee signing this contract. If the Designer is a Corporation the certification authorizing the person signing for the Designer must be attached to this contract or such signature is void.

Final payment on this contract shall release and discharge the City of Northampton from any and all claims against the City on account of any work performed hereunder, or any alteration hereto.

This contract shall so be governed by Chapter 149 as amended, of the General Laws of the Commonwealth of Massachusetts.

This contract shall be deemed to be a Massachusetts contract and its interpretation and construction shall be governed by the laws of Massachusetts and the Charter and Ordinances of the City.

The City of Northampton is not bound by this contract until approved by the Mayor of Northampton.

SIGNATURES

IN WITNESS WHEREOF the City caused these presents to be signed in quadruplicate (4) and approved by Mary Clare Higgins, its Mayor, and the said Designer has caused these presents to be signed in quadruplicate (4) and its official seal to be hereto affixed by its officer or agent thereunto duly authorized (by the attached corporate resolution). This instrument shall take effect as a sealed instrument.

DESIGNER:

BY: _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

CITY OF NORTHAMPTON:

BY: Police Station Building Committee
AGENCY NAME

_____ signatures

Chief Proc. Officer, approved as to c. 30B compliance

_____ Date _____
City Auditor, approved as to appropriation.

_____ Date _____
Tax Collector, approved as to unpaid taxes.

_____ Date _____
City Solicitor, approved as to form.

_____ Date _____
Mayor Mary Clare Higgins

ARTICLE 1: DEFINITION OF TERMS

1. **GENERAL LAWS** - the General laws of the Commonwealth as amended including any rules, regulations and administrative procedures implementing said laws.
2. **OFFICE** - Shall mean the Office, Department, Board or Commission that is responsible for the successful completion of this project. The Office for this project is the (Northampton Police Project Building Committee).
3. **DIRECTOR** - Shall mean the person that is responsible for the successful completion of this project. The Director for this project is Chief of Police Russell P. Sienkiewicz or his or her successor. All correspondence regarding this project should be addressed to Chief Russell P. Sienkiewicz, Northampton Police Department, 29 Center Street, Northampton, MA 01060.
4. **PROJECT** - The Project is the identification of a site for, design and construction of a new Northampton Police Station.
5. **Designer** - the person or firm performing professional Designer services under this agreement.
6. **PRINCIPALS** - the Designer listed in ARTICLE 18. The Designer may not be changed without the written approval of the Office of the successor.
7. **APPROVAL OF THE DIRECTOR** - a written communication from the City of Northampton to the Designer expressing the approval of services or plans prepared by the Designer which in no way relieves the Designer from responsibilities, the review notwithstanding.
8. **NOTICE TO PROCEED** - a written communication by the City, customarily a letter, which constitutes an essential condition of this contract, authorizing the Designer to perform the services for the project phase to which such Notice shall relate. The Notice to Proceed shall include the basis for compensation, the fixed limit construction cost, and may include the time for submittal. Subsequent written communications amending the Notice to proceed are required to change either a submittal date or the fixed limit construction cost.
9. **SUBMITTAL DATES** - The anticipated schedule for completion of phases is as follows.
.
10. **FIXED LIMIT CONSTRUCTION COST** - the maximum cost of construction established by the City. The Fixed Limit Construction Cost for this project is \$11,600,000. (Total project cost \$12,500,000)
11. **CONSTRUCTION CONTRACT** - contract for construction of a whole or part of the project including all change orders.
12. **TOTAL CONSTRUCTION COST** - the sum of (1) the actual construction contract award price, and (2) each authorized change order which revises the construction contract award price.

ARTICLE 2: CONSULTANTS, SUBCONTRACTING, SUCCESSORS AND ASSIGNMENTS

1. The Designer shall not employ consultants, sublet, assign or transfer any part of his services or obligations under this agreement without the prior approval of and written consent of the City. The City shall not unreasonably withhold such approval. The written consent shall not in any way relieve the Designer from his responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings, specifications, estimates and other work or materials furnished.
2. The Designer shall employ within the basic fee for this project the following consultants where their specific services are required: Cost Estimators, Site Civil, Traffic, Landscape, Structural, and Mechanical, Plumbing, Fire Protection and Electrical, FF&E, as well as other consultants needed to accomplish the goals of this project.. Consultants must be registered in their respective disciplines if registration is required under the applicable General Laws. The City shall hire and pay for the Geotechnical consultant and , if needed, a hazardous materials designer.
3. When the Designer receives payment from the City, the Designer shall promptly make payment to each consultant whose work was included in the work for which such payment was received from the City. The City shall have the contractual right to investigate any breach of a consultant contract and to initiate or condone corrective measures necessary for the best interest of the City.
4. The designated Designer and or team members, as listed in the proposers response to the Northampton Police Station Building Committee's "Project Manger Services RFP", will not be changed without the Northampton Police Station Building Committee's permission. In the event that the designated Designer and or team members leave the proposers employment, his or her replacement for the purposes of this contract will be subject to the Northampton Police Station Building Committee's approval. This approval will be subject to the proposer demonstrating to the Northampton Police Station Building Committee, that the experience and credentials of the replacement personal are equivalent or better than the person or persons who are being replaced.

ARTICLE 3: SURVEYS, BORINGS, TESTS, LABORATORIES, PHOTOGRAPHS

The City will arrange for surveys, borings and lab tests.

ARTICLE 4: TIME AND RECORDS AND LAWS

The Designer shall cause to be maintained complete, accurate and detailed records of all time devoted to the project by the Designer and each consultant or subcontractor employed by the Designer. The Commonwealth and City may at all reasonable times audit such records.

ARTICLE 5: PROFESSIONAL RESPONSIBILITY AND SERVICES TO BE PERFORMED

1. The Designer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other work furnished by him or his consultants and subcontractors. The Designer shall staff his office with sufficient personnel to complete the services required under this contract in a prompt and continuous manner, and shall meet the approval schedule and submittal dates established during the course of this contract.
2. The Designer shall furnish appropriate competent professional services for each of the phases to the point where detail checking or reviewing by the OFFICE will not be necessary. Any changes, corrections, additions or deletions made by the OFFICE shall be incorporated into the Design of the Project unless detailed objections thereto are received from the Designer and approved by the OFFICE. Because of the fixed limit construction cost called for in this agreement, the Designer with the written approval of the Director in performing services hereunder, shall be permitted to determine materials, equipment, component systems and types of construction to be included in the design of the Project. The decision of the Director shall be final in matters pertaining to this paragraph.
3. The Designer shall thoroughly acquaint his employees and consultants with the provisions of General Laws Chapter 30, Section 39M, which provides in part: "for each item of material the specifications shall provide for either a minimum of three named brands of material or description of material which can be met by a minimum of three manufacturers or producers, and for the equal of any one of said named or described materials." Refer to the law and the OFFICE for procedure regarding proprietary items.
4. Neither the OFFICE review, approval or acceptance of, nor payment for, any of the services furnished shall be construed to operate as a waiver of any rights under the contract or any cause of action arising out of the performance of the contract.
5. STUDIES, PROGRAMS, MASTER PLANS, REPORTS

The Designer shall familiarize himself/herself with the Northampton Police Station Needs Assessment, attached, in order to conform the project design with such.

6. DESIGN AND CONSTRUCTION

PHASE 1. - SCHEMATICS

In accordance with the Northampton Police Station Needs Assessment, attached to, and hereby made a part of this contract and upon receipt of a Notice to Proceed from the Director acceptable to the Designer, the Designer shall meet as necessary with agents of the OFFICE and shall prepare and submit to the Director single line schematic drawings including floor plans, elevations and space criteria to establish basic design ideas and respective cost estimates. The Designer shall submit to the Director for approval six (6) copies of said schematic plans, outline specifications and cost estimates, on or before the date or time for submission specified in the Notice to Proceed or any supplement thereto, unless the Designer shall have obtained from the Director an extension of time in writing.

Estimated construction cost and fee as set forth in the original Notice to Proceed will not be changed by the OFFICE without the agreement of the Designer.

PHASE 2. - DESIGN DEVELOPMENT

Upon receipt of a Notice to Proceed the Designer shall prepare from the approved Phase 1 documents complete preliminary plans and outline specifications in accordance with the Scope of Services mentioned in Phase 1 and a cost estimate, to enable the OFFICE to study and understand the progress and development of the Project. Such plans, outline specifications and cost estimate shall be subject to the written approval of the Director. The Designer shall submit to the Director for approval six (6) copies of said preliminary plans, specifications and cost estimates, on or before the date or time for submission specified in the Notice to Proceed or any supplement thereto, unless the Designer shall have obtained from the Director written extension of time. The Designer shall collaborate with the Owner's Project Manager to conduct value engineering and also collaborate with the Construction Management at Risk firm if this method of procurement is utilized.

PHASE 3. - CONSTRUCTION DOCUMENTS

Upon receipt of a Notice to Proceed from the Director for Phase 3 of the project, the Designer shall meet as necessary with agents of the OFFICE and in accordance with the Scope of Services mentioned in Phase 1 shall prepare and submit to the Director on or before the date of time specified in the Notice to Proceed or any other supplement thereto, complete working plans and specifications in sufficient detail to permit firm bids in open competition for construction of the project, and a detailed cost estimate. Said plans and specifications shall be based on the design development, outline specifications and construction cost estimate approved in Phase 2 of the Project, the Notice to Proceed with Phase 3, or any subsequent modification thereto. The detailed estimate of the cost of the Project shall include quantities of all materials and unit prices of labor and materials as well as a cost estimate for each item of work. Such working plans and specifications and cost estimates shall be subject to the written approval of the Director. The Designer shall furnish to the Director for approval six (6) sets of the said plans, specifications and construction cost estimates. From the approved working plans and specifications, with changes incorporated as so endorsed, the Designer shall prepare and transmit to the Director a set of reproducible plans on cloth or mylar, (4 mil.) and original specifications on high quality white bond paper properly packaged, suitable for blueprinting, (other suitable methods are subject to the prior approval of the Director), which shall become the property of the City.

One (1) set of prints, blue or blackline, and specifications shall be submitted with the reproducibles. The Designer will prepare, within the basic fee, the bid sets, including advertisements, for receipt of proposals from construction contractors, and contract documents for execution of a construction contract or contracts. The Designer shall conduct a qualification review of the low bidder and shall transmit its recommendation as to the award of the construction contract to the OFFICE.

If within six months after approval of Construction Documents in final form the bids of the lowest responsible and eligible bidders exceed the fixed limit construction cost, the Designer shall, if so instructed in writing by the Director, provide such revised working plans and specifications, and construction cost estimates as the Director shall require for the purpose of bringing the cost within the fixed limit construction cost; provided the Designer may in connection with such revision

make reasonable adjustments in the scope of the Project subject to the written approval of the Director which approval shall not be unreasonably withheld. The Designer shall not be paid additional compensation for such services.

PHASE 4 - DESIGNERS' SERVICES DURING CONSTRUCTION

Upon the award of the construction contract the Designer and his consultants shall, for the purpose of protecting the City against defects and deficiencies in the work of the Project: (1) be charged with general administration of the construction contract; (2) furnish the General Contractor with information for establishing lines and grades and such large scale drawings and full sized detailed drawings as the Director may require; (3) promptly check and approve samples, schedules, shop drawings and other submissions by the General Contractor; (4) visit the site or sites of the Project weekly, and more often if reasonably required by the Director to inspect the progress and quality of construction of the Project; (5) conduct semi-final and final inspections of the construction project and report the results of such inspections in writing to the OFFICE; (6) require each consultant employed in accordance with Article 2 above to make visits weekly, and more often if requested by the Director, for the same purposes during the progress of that portion of the said construction to which the consultant's services relate and to report in writing thereon to the Designer; (7) report to the OFFICE weekly in writing on the progress of construction including whether or not the contractor is keeping record drawings; (8) recommend condemnation of all project work observed by the Designer which fails to conform to the Contract Documents; (9) decide all questions regarding interpretation of or compliance with the Contract Documents, except as the Director may in writing otherwise determine; (10) review and act on all requests for change in plans, specifications, or contracts for the Project; (11) upon written instructions from the Director, furnish working plans and specifications for any such change; and (12) assist the OFFICE in any change order appeal hearing requested under General Laws, Chapter 30, Section 39Q, except as provided in Article 9.1 (7).

The Designer shall be familiar with "M.G.L. Ch. 30, S. 39K" which sets forth the procedure for payment to Contractors and shall submit to the OFFICE all requisitions for payment submitted by the General Contractor. With respect to each such requisition, he or she shall certify to the best of the Designer's knowledge that the percentage of work included in the requisition is accurate and the work performed conforms with the contract documents. In the event the Designer does not approve the requisition exactly as submitted by the General Contractor, said Designer shall forward it for payment to the OFFICE dated but unsigned with an accompanying letter of explanation setting forth objections and recommended changes. Timely payment of Contractors is required by General Laws, Chapter 30, Section 39K; therefore the Designer shall establish office procedures assuring either immediate mail or messenger delivery of the requisition for payment to the OFFICE, and shall process requisition for payment within forty-eight hours of receipt.

ARTICLE 6: PROJECT SUPPORT PERSONNEL

DELETED

ARTICLE 7: RECORD DRAWINGS, REPORTS, CALCULATIONS

All drawing, reports and calculations are to become the property of the City.

ARTICLE 8: Designer's BASIC FEE

For the performance of all services required in this contract the Designer shall be compensated by the OFFICE in accordance with the lump sum fee as designated in the Notice to Proceed and determined in accordance with the quotation furnished by the Designer.

If there is a material change in the scope of services provided in this contract, the Designer and the OFFICE will mutually agree to an adjustment in the Designer's Basic Fee. Delay of six months or more by the City or a greater than 40% change in the estimated construction cost of the project will be considered a change in scope of services.

ARTICLE 9: EXTRA COMPENSATION

The Designer and his consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Designer in the preparation of the bid documents, as reasonably determined by the Director.

ARTICLE 10: REIMBURSEMENT

The Designer shall be reimbursed by the City:

- (1) For document copies in excess of numbers specified in the contract if requested by the OFFICE. Travel time and expenses from and to the Designer's office outside the City will not be reimbursed.

The OFFICE shall not reimburse the Designer for any telephone or other out-of-pocket expenses unless specifically authorized under this Article.

The OFFICE shall provide office space, a workstation with access to phone, email and fax machine. The Designer shall provide his or her own computer workstation.

The exemption number assigned to the OFFICE as an exempt purchaser under the Sales Act, C14 of the Acts of 1966 to the extent that materials and supplies are used or incorporated in the performance of this contract for the City of Northampton is 046-001-406.

ARTICLE 11: DESIGN FEES AND RESPONSIBILITY FOR MODIFICATIONS AND CHANGE ORDERS

The Designer will review all change orders for reasonableness as to cost and value to the project.

ARTICLE 12: METHOD OF PAYMENT TO THE Designer

The Designer will be compensated by the City for Article 5 services per the attached Payment Schedule.

ARTICLE 13: TERMINATION, NO AWARD

1. By written notice to the Designer, the Director may terminate this contract at any time. If any such termination shall occur without the fault of the Designer, all compensation and reimbursement due to the Designer up to the date of termination, in accordance with all contract terms, including proportionate payment for uncompleted portions of the work, shall be paid to the Designer by the City. Such payment shall not exceed the fair value of the work, as the Director shall determine.
2. By written notice to the Director, the Designer may terminate this contract (1) if the City, within sixty (60) days following written notice to the Director from the Designer of any default by the City under the contract, shall have failed to remove such default or (2) if, after the Designer shall have performed all services required of the Designer in Phase 1, Phase 2, or Phase 3 of the Project, at least six (6) months shall have elapsed without receipt by the Designer of Notice to Proceed with the next phase of the project. Upon any such termination by the Designer all compensation and reimbursement payable to the Designer in accordance with the contract up to and including the date of termination shall be paid to the Designer by the City.

ARTICLE 14: RELEASE AND DISCHARGE

The acceptance by the Designer of the last payment for services shall in each instance, operate as and be a release to the City, the OFFICE, and every member and agent thereof, from all claim and liability to the Designer for everything done or furnished for or relating to the work, or for any act or neglect of the OFFICE of any person relating to or affecting the work, except for those written claims submitted by the Designer to the OFFICE with the last payment requisition.

ARTICLE 15: NOTICES, APPROVALS, INVOICES

Any notice required under this contract to be given by the City to the Designer, or by the Designer to the City, shall be deemed to have been so given, whether or not received, if mailed by prepaid postage by, respectively, the Director or the Designer.

Written approval by the Director for Article 9 Extra Compensation and Article 10 Reimbursement shall be in the form of a letter.

Invoices submitted for services which have not been previously authorized in writing shall be returned to the Designer.

Invoices for services under Article 9 and 10 shall be accompanied by a complete breakdown listing the name, payroll title, date, number of hours each day, hourly rate and extended amount.

Request for previously authorized expenses of any nature must be accompanied by a billing/receipt from the source of the expense.

Supporting back-up data shall be submitted in triplicate.

ARTICLE 16: INSURANCE

1. The Designer shall at his own expense obtain and maintain a Professional Liability Policy for errors, omissions or negligent acts arising out of the performance of this agreement in a minimum amount of \$1,000,000.
2. The coverage shall be in force from the time of the agreement to the date when all construction work designed under the contract is completed and accepted by the OFFICE. Since this insurance is normally written on a year-to-year basis, the Designer shall notify the OFFICE should coverage become unavailable.
3. The Designer shall, before commencing performance of this contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with General Laws, as amended, to all employed under the contract and shall continue such insurance in full force and effect during the term of the contract.
4. The Designer shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this contract in event of loss or destruction until the final fee payment is made or all data is turned over to the OFFICE.
5. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the contract. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the OFFICE at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. The Designer shall indemnify, defend and save harmless the City, the OFFICE and all of its or their officers, agents, and employees against all suits, claims of liability of every name and nature, for or on account of any injuries to persons or damage to property arising out of the negligence of the Designer in the performance of the work covered by this agreement and/or failure to comply with the terms and conditions of this agreement, whether by himself or his employees or subcontractors, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by this agreement.
6. Upon request of the Designer, the Director reserves the authority to modify any conditions of this Article.
7. Designers providing services only under Part 5 of Article 5 shall be exempt from the provisions of this Article unless the request for proposals provides to the contrary.

ARTICLE 17: LEGAL REQUIREMENTS

1. NONRESIDENT PROCESSING; SIGNATURES

Every Designer who is a nonresident of the Commonwealth of Massachusetts, or a nonresident co-partner of a Designer hereby appoints the Secretary of the Commonwealth of Massachusetts and his successor in office to be his true and lawful attorney in and for Massachusetts, upon whom all lawful processes in any action or proceeding arising out of this contract may be

served. When legal process against any such person is served upon the Secretary of State, a copy of such process shall forthwith be sent by registered mail with a return receipt requested by the OFFICE or its lawful Attorney to said Designer or nonresident co-partner at the address set forth in the contract. Said Designer or said nonresident co-partner hereby stipulates and agrees that any lawful process against it which is served on said attorney shall of the same legal force and validity as if served on said Designer or on said co-partner. Such authority shall continue in force so long as any liability remains outstanding against said Designer or said co-partner.

2. ACCESS TO CONTRACTOR'S RECORDS (EXECUTIVE ORDER #195)

The Governor or his designee, the Secretary of Administration and Finance, and the State Auditor or his designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of data of the contractor which pertain to the performance and requirements of this contract.

Certificate by Corporation to Sign Contract

At a duly authorized meeting of the Board of Directors of the
_____ held on _____
(Name of Corporation) (Date)

At which all the Directors were present or waived notice, it was voted that,

(Name) (Officer)

of this company, be and he hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf by such _____ under
(Officer)

seal of the company, shall be valid and binding upon this company,

A TRUE COPY,

ATTEST: _____
(Clerk)

PLACE OF BUSINESS

DATE OF THIS CONTRACT _____

I hereby certify that I am the clerk of the _____ that
_____ is the duly elected _____ of said
company, and the above vote has not been amended or rescinded and remains in full force and effect as
of the date of this contract.

(Clerk)

(Corporate Seal)

Tax Compliance Certification

Pursuant to M.G.L. Chapter 63C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law and for remitting child support.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

by: _____
Corporate Officer
(if applicable)

AFFIDAVIT OF COMPLIANCE
Form AF-4A 1/78

Foreign Corporation Certification

EXECUTIVE OFFICE FOR
ADMINISTRATION AND FINANCE

The Commonwealth of Massachusetts

___ MASSACHUSETTS BUSINESS CORPORATION

___ NON-PROFIT CORPORATION

___ FOREIGN (non-Massachusetts) Corporation

I _____, ___ President ___ Clerk of the _____
(Name of Corporation)

whose principal office is located _____

do hereby certify that the above named Corporation has filed with the State Secretary all certificates and annual reports required by Chapter 156B, Section 109 (Business Corporation), by Chapter 181, Section 4 (Foreign Corporation), or by Chapter 180, Section 26A (non-profit Corporation) of the Massachusetts General Laws.

SIGNED UNDER THE PENALTIES OF PERJURY THIS _____ day of _____, 2007.

Signature of responsible Corporate Officer

PAYMENT SCHEDULE

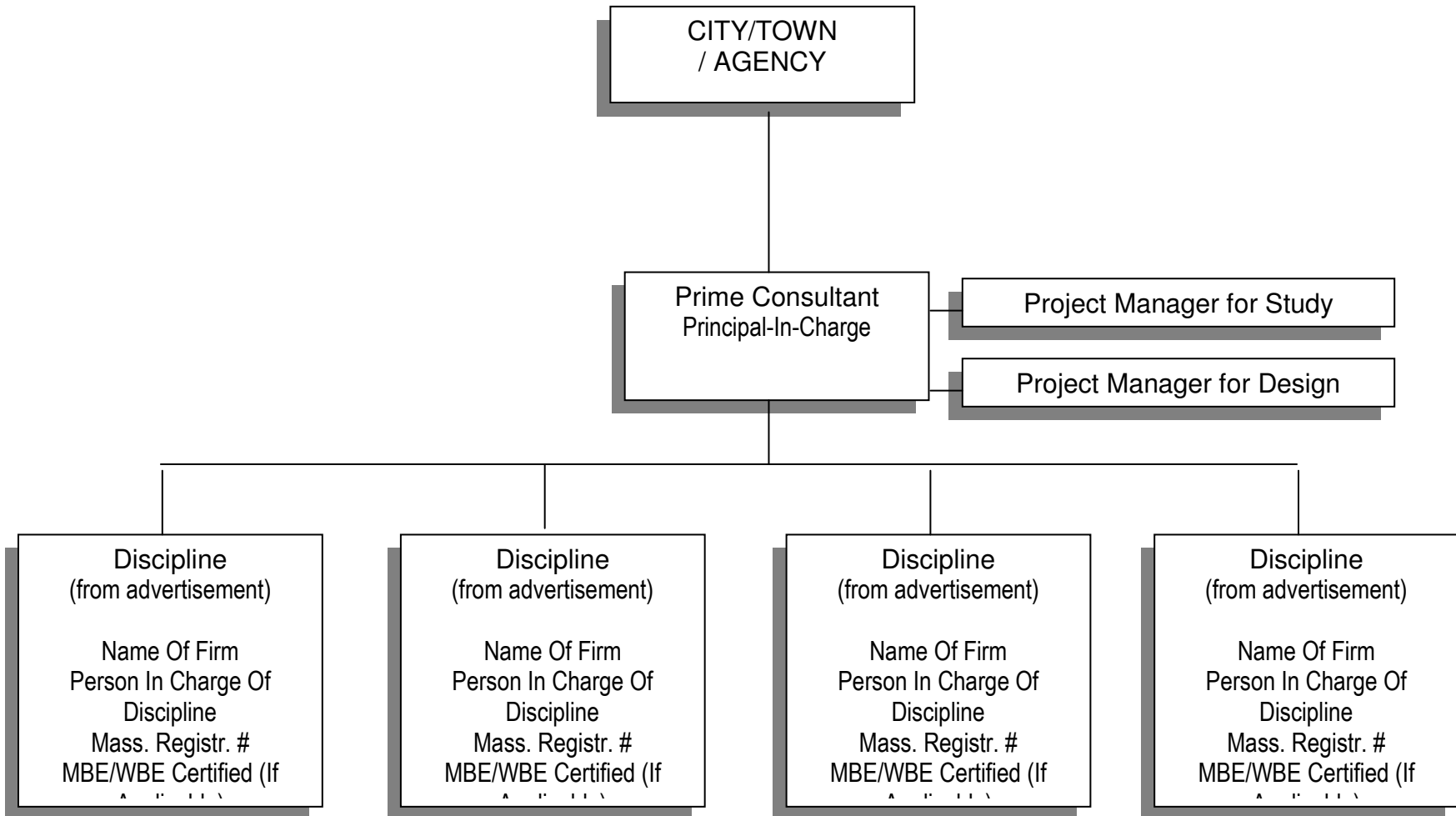
Task	Percentage of fee
Schematics approved	10
Design approved	30
Bid Documents approved	10
Substantial Completion	40
Punchlist completed and as-builts delivered	10

Commonwealth of Massachusetts Designer Application Municipalities and Public Agencies not within DSB Jurisdiction 2005	1 Project Name/Location For Which Firm Is Filing: .	2. Project #
		This space for use by Awarding Authority only.
3a. Firm (Or Joint-Venture) - Name And Address Of Primary Office To Perform The Work:	3e Name Of Proposed Project Manager: . For Study: (if applicable) For (if applicable) Design:	
3b. Date Present And Predecessor Firms Were Established:	3f. Name And Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:	
3c. Federal ID #:	3g Name And Address Of Parent Company, If Any: .	
3d. Name And Title Of Principal-In-Charge Of The Project (MA Registration Required): Email Address: Telephone No: Fax No.:	3h. Check Below If Your Firm Is Either: (1) SOMWBA Certified Minority Business Enterprise (MBE) <input type="checkbox"/> (2) SOMWBA Certified Woman Business Enterprise (WBE) <input type="checkbox"/> (3) SOMWBA Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/>	
	4. Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations): Admin. Personnel ____ (____) Ecologists ____ (____) Licensed Site ____ (____) Other ____ (____)	

Architects	_____	(_____)	Electrical Engrs.	_____	(_____)	Mechanical Engrs.	_____	(_____)	_____	(_____)
Acoustical Engrs.	_____	(_____)	Environmental	_____	(_____)	Planners:	_____	(_____)	_____	(_____)
Civil Engrs.	_____	(_____)	Fire Protection	_____	(_____)	Specification	_____	(_____)	_____	(_____)
Code	_____	(_____)	Geotech. Engrs.	_____	(_____)	Structural Engrs.	_____	(_____)	_____	(_____)
Construction	_____	(_____)	Industrial	_____	(_____)	Surveyors	_____	(_____)	_____	(_____)
Cost Estimators	_____	(_____)	Interior Designers	_____	(_____)		_____	(_____)	_____	(_____)
Drafters	_____	(_____)	Landscape	_____	(_____)		_____	(_____)	Total	(_____)

5. Has this Joint-Venture previously worked together?
☐ Yes
☐ No

6. List **ONLY** Those Prime And Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm And Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:



<p>7. Brief Resume Of <u>ONLY</u> Those Prime Applicant And Sub-Consultant Personnel Requested In The Advertisement. Confine Responses To The Space Provided On The Form And Limit Resumes To <u>ONE</u> Person Per Discipline Requested In The Advertisement. Resumes Should Be Consistent With The Persons Listed On The Organizational Chart In Question # 6. Additional Sheets Should Be Provided Only As Required For The Number Of Key Personnel Requested In The Advertisement And They Must Be In The Format Provided. By Including A Firm As A Sub-Consultant, The Prime Applicant Certifies That The Listed Firm Has Agreed To Work On This Project, Should The Team Be Selected.</p>	
a. Name And Title Within Firm:	a. Name And Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name And Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> </div>	c. Name And Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> </div>
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g. Current Work Assignments And Availability For This Project:	g. Current Work Assignments And Availability For This Project:

<p>h. Other Experience And Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):</p>	<p>h. Other Experience And Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):</p>
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8a. Current And Relevant Work By Prime Applicant Or Joint-Venture Members. Include <u>ONLY</u> Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).					
a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)					
(2)					
(3)					
(4)					

(5)

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8b. List Current And Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.

Sub-Consultant Name:					
a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	E. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1)					
(2)					
(3)					

(4)					
(5)					

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The					
Role P, C, JV *	Phases St., Sch., D.D., C.D., A.C. *	Project Name, Location And Principal-In-Charge	Awarding Authority (Include Contact Name And Phone Number)	Project Cost (In Thousands)	Completion Date (Actual or Estimated)
		1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			

		11.			
		12.			

* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; C.A. = Construction Administration

10.	Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. <u>APPLICANTS ARE REQUIRED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.</u>							
11.	Professional Liability Insurance:							
	Name of Company		Aggregate Amount		Policy Number		Expiration Date	
12.	Provide A List Of All Projects On Which Monies Were Paid By You, Or On Your Behalf, As A Result Of Professional Liability Claims Occurring Within The Last 7 Years And In Excess Of \$50,000 Per Incident. Please Include Project, Client Names And Explanation. (Attach Separate Sheet If Necessary):							
13.	Name Of Sole Proprietor Or Names Of All Firm Partners And Officers:							
	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
	a.				d.			
	b.				e.			
	c.				f.			
14.	If Corporation, Provide Names Of All Members Of The Board Of Directors:							
	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
	a.				d.			
	b.				e.			
	c.				f.			

15.	Names Of All Owners (Stocks Or Other Ownership):						
	Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#
	Status/Discipline						
	a.				d.		
	b.				e.		
	c.				f.		
16.	<p>I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7, Section 38A1/2 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.</p>						
Submitted by _____ (Signature)				Printed Name _____ and Title		Date _____	